

COLLECTIVE BARGAINING AGREEMENT

Between

**International Brotherhood of Teamsters,
Local Union No. 700**

And

**The County of Cook/Cook County Sheriff,
As Joint Employers**

**Representing
Drug Testing Technicians**

December 1, 2017 to November 30, 2020

**Effective Upon Approval by the Cook County Board of
Commissioners**

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

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COLLECTIVE BARGAINING AGREEMENT

Preamble

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and International Brotherhood of Teamsters Local 700, (hereinafter referred to as the "Union").

ARTICLE Recognition

Section 1.1 Representative Unit:

The Joint Employer ("Employer") recognizes the Union as the sole and exclusive Representative for all employees of the Employer in the job classifications of Drug Unit Technicians, and excluding all supervisors, managerial and confidential employees, and all other employees of the County of Cook and the Cook County Sheriff's Office.

Section 1.2 Union Membership:

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this section, an employee shall be considered to be a member of the Union if the employee tenders a validly executed written membership form to the Employer required as a condition of membership.

The Employer shall provide to the Secretary-Treasurer and the President of the Union within thirty (30) days, name, address, email address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit. The Employer shall allow a representative of the Union to meet with new employees within thirty (30) days of hire to discuss the benefits of Union membership. The Employer shall provide a private meeting space and shall schedule meetings at a mutually agreeable time during the new employees' regularly scheduled work day. Employees shall not suffer a loss in pay for attendance at these meetings.

Section 1.3 Dues Checkoff:

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and fees from the payroll checks of all employees so authorizing the deduction in any amount set by the Union, and shall forward such deductions to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. Nothing contained in this Section shall be construed to mandate membership in the Union or require the payment of dues/fees without authorization from the employee.

Section 1.4 Indemnification:

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Article. If an incorrect deduction

County for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 1.5 D.R.I.V.E. Authorization and Deduction:

The Employer agrees to deduct from the pay of those unit employees who individually request it voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designed by each contributing unit employee that are to be deducted from the unit employee's paycheck on each payday, provided that all unit employees contribute in the same amount. The Employer shall transmit such deductions to the D.R.I.V.E.

National Headquarters (DRIVE., International Brotherhood of Teamsters 25 Louisiana Avenue, NW, Washington D.C. 20001) on a monthly basis along with the name of each unit employee on whose behalf a deduction is made, the unit employee's social security number and amount deducted from the unit employee's paycheck.

Section 1.6 Teamsters Local 700 Benevolent Fund:

The Employer agrees to deduct from the pay of those employees who individually request it, voluntary contributions to the Teamsters Local 700 Benevolent Fund ("Benevolent Fund").

Section 1.7 Electronic Authorization:

The Employer and the Union will agree to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the Employer and the Union to use electronic authorization to verify Union membership and/or authorize voluntary deductions of union dues and fees from wages or payments for remittance to the Union.

ARTICLE II

Employer Authority

Section 2.1 Employer Rights:

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by State and Federal statutes and Constitutions, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. Employer rights shall be limited only by the specific and express terms of this Agreement. Employer rights include, but are not limited to:

- A. The Union recognizes the exclusive rights of the Employer to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.
- B. The Union recognizes the exclusive rights of the Employer to hire, transfer, promote, discipline and suspend employees for just cause and to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and

procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties as well as the right to determine reasonable work, productivity, reasonable performance and evaluation standards.

- C. The Union recognizes that the Employer has the right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services.
- D. The Employer has the right to make, publish and enforce general orders, rules and regulations and the Employer has the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities. However, any such changes in existing positions will be discussed with the Union prior to implementation.

Section 2.2 Employer Obligation:

The Union recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law. It is further understood that any actions taken in the areas of wages, hours, and terms and conditions of employment shall be done in accordance with the Illinois Public Labor Relations Act.

Section 2.3 Union and Employer Meetings:

A. Department of Corrections:

For the purpose of conferring on and resolving matters of Union and Employer interest, within the Drug Testing Unit, which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet monthly through their designated Representatives. The Union designated Representatives will be comprised of the Union Business Representatives and the Chief Union Representative. Either party may invite additional an employee to any labor/management meeting to address a specific issue. Such invited person shall only attend during the discussion of the issue for which he/she was invited.

A written agenda will be prepared by and submitted by the Union and Employer. Each agenda will be prepared and distributed to each side one week prior to the meeting date. Matters taken up in the scheduled meetings will be confined to the agenda.

Minutes from the Union and Employer meetings will be prepared and approved by the Union's and Employers' designated Representatives. Upon approval of the meeting minutes, copies will be distributed to the Union and to the Employer. Additional copies will be distributed to the Sheriff and the Director.

ARTICLE III

Hours of Work and Overtime

Section 3.1 Purpose of Article:

The provisions of this Article are intended to define and establish regular work hours and to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day which may be required.

Section 3.2 Regular Work Periods:

1. DTU:

- A. The work schedule for Specialists shall consist of five consecutive days of work and two consecutive days off.
- B. Generally, the work week for Drug Testing Specialists will consist of the same eight (8) hour units within a seven-day period. The hours of work will generally be either one of the following schedules:

6:00 a.m.	-	2:00 p.m.
2:00 p.m.	-	10:00 p.m.

Or

7:00 a.m.	-	3:00 p.m.
3:00 p.m.	-	11:00 p.m.

Based on identified needs, the Employer will decide the number of Drug Unit Specialists for each shift and days off. Any changes of the above work schedules will be discussed with the Union prior to implementation.

No Drug Unit Specialists shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8:00 a.m. to 4:00 p.m. one day, 4:00 p.m. to 12:00 midnight another day) within a seven (7) day period.

C. Except as provided elsewhere in this Agreement, an Employee's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour work day shall include and be interrupted by a one (1) hour paid lunch break.

The Employer and Union agree that any Drug Treatment Specialist who use benefit time during any shift, shall receive their lunch break providing the Drug Treatment Specialist works at least five (5) hours of their shift.

Section 3.3 Overtime Policy and Procedures:

Contingent upon the needs of the Employer, qualifying Technicians will be afforded the opportunity to work extra hours/shifts at their regular rate of pay plus a premium. In order to ensure the fair and equitable distribution of overtime, a tracking system which is agreed upon by the Employer and the Union will be created and implemented upon the ratification of this agreement.

PROCEDURES AND PROVISIONS

Where possible, the Employer will determine staffing levels for all shifts. The Employer will also determine minimum staffing levels, for all locations which may be changed from time to time as institutional needs are evaluated and justified. Whenever a Unit falls below the established minimum level, additional staff will be added using the following procedure:

A. Voluntary Overtime

When it is not possible to secure staff from other locations, overtime can be offered using seniority in the following manner:

1. Using Technicians already at work and on duty in the Unit on a rotation basis based on seniority from most to least.

In order to ensure the fair and equitable distribution of overtime under Section B (1) above, no Technician will work voluntary overtime more than once in the same pay period unless every on duty Technician within that Unit has been offered the opportunity to work voluntary overtime.

The Union shall keep the Employer informed of the Employer's suspected systematic abuse of this provision and the Employer will cooperate with the Union in correcting any such systematic abuse.

B. Mandatory Overtime

When it has been determined that there is a critical need for overtime, the Unit Supervisor will make the decision to require that technicians work overtime after completion of CBA Article 3.3 A1, beginning with those with the least seniority.

2. If all Technicians refuse voluntary overtime, the Unit Supervisor will choose Technicians beginning with those on duty within their Unit, with the least seniority each time and without rotation. However, no Technician shall be assigned to work mandatory overtime more than once in the same pay period, unless every on-duty Technician within that Unit has already performed mandatory overtime during that same pay period.

Any Technician who is mandated beyond his or her normal shift, shall be notified no less than one (1) hour prior to the end of his or her tour of duty.

Section 3.4 Overtime Compensation:

Overtime which has been duly authorized or approved shall be compensated as follows: All hours actually worked in excess of forty (40) hours per biweekly pay period by an Employee shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate. For purposes of calculating overtime, all compensated hours shall be counted, except sick leave or time used in conjunction with FMLA.

Section 3.5 Compensatory Time and/or Overtime:

Effective upon ratification and Board approval, at the Technician's option, time and one-half (1 ½) overtime may be accumulated as compensatory time due, calculated at overtime rate, in lieu of pay. All compensatory time due (earned from whatever source) shall be accumulated to a maximum of two hundred and forty (240) hours. All hours earned in excess of two hundred and forty (240) shall be paid in cash. Compensatory time off may be used in time blocks of one (1) hour or more, at a time mutually agreed to between the employee and his/her supervisor.

Section 3.6 Shift relief

Technicians shall be released from their assignment at the end of their work period, when the relieving technician assumes responsibility for the assignment, and verifies with the Supervisor or designee that the responsibility of the assignment has been transferred from the off-going Technicians to the on-coming Technician.

ARTICLE IV

Seniority

Section 4.1 Definition of Seniority:

For the purpose of this agreement, other than Section B below, seniority shall be defined as commencing on the member's date of hire as a Drug Testing Technician with the Cook County Sheriff's Office. Employees will bid based upon seniority for shift, detail in the unit, vacation dates, and overtime assignments within their unit.

In the event two or more Drug Testing Technicians have the same seniority date, preference shall be given based on the lowest County employee number, if County employee number is not available lowest JDE number shall be used.

County-Wide Seniority shall be used for purposes of vacation earned and accrued under Section 7.1 of this agreement, defined as a combination of Department seniority plus any time which is credited under Section 1 below or COUNTY SERVICE IN ANOTHER DEPARTMENT OF COOK COUNTY.

1. Any Employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Water Reclamation District of Greater Chicago and/or Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as Employees of the County for vacation credit only.

All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit.

2. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

Termination of Seniority: An Employee shall be separated from employment and have his/her seniority terminated for the following reasons only:

- a. The Employee resigns or quits,
 - b. The Employee retires on regular service retirement,
 - c. The Employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure,
 - d. The Employee does not return or renew at the expiration of a leave of absence,
 - e. The Employee does not return to work when recalled from layoff.
3. Any new employee shall be considered a probationary employee for a period of one hundred eighty (180) days from the beginning of their employment during which time they shall have no seniority rights except for vacation purposes. A new Employee may be summarily dismissed within said one hundred eighty (180) days from the date of employment at the sole discretion of the Employer. If such Employee is retained beyond the one hundred eighty (180) days probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular Employee and his seniority shall commence as of the date of his original employment.
 4. An employee will not earn additional seniority during any absence from County Service on leave without pay in excess of thirty (30) consecutive calendar days, or suspension for more than thirty (30) consecutive calendar days, or time after layoff of more than thirty (30) consecutive calendar days, except as provided by law or regulation.

Section 4.2 Reduction in Work Force, Layoff and Recall:

Should the Employer determine that it is necessary to decrease the number of employees within a job classification, within a department, the employees to be laid off in that classification shall be removed from it in inverse order of department seniority. Where possible, surplus employees and the Union shall be given notice thereof at least four (4) weeks prior to the effective date.

Employees so removed shall be able to exercise their seniority in any other department covered by this collective bargaining agreement provided said employee has the ability to perform the job and said employee meets all qualification standards required by the unit.

Employees laid off as a result of this procedure shall be subject to recall in order of department seniority before new employees are hired in the classifications held by them at the time of the reduction in force.

Section 4.3 Seniority List:

Within thirty (30) days of ratification, the Employer will furnish the Union a master list showing the name, employee number, seniority date within the unit, of each employee. The Employer shall post a similar list. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error as it appears on that list or it will be considered correct and binding on the employee and the Union for the duration of that list.

ARTICLE V

Rates of Pay

Section 5.1 Job Classifications:

All bargaining unit employees shall receive the biweekly salary provided for their respective grade and length of service as set forth in Appendix A of this Agreement.

Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective the first full pay period on or after	County Board Ratification a \$1200.00 Bonus
Effective the first full pay period on or after	6-1-19, a 2.0% wage increase
Effective the first full pay period on or after	6-1-20, a 2.0% wage increase

The salary grades and steps applicable to this bargaining unit shall be frozen FY19 (December 1, 2018-November 30, 2019).

Section 5.2 Court Time:

If a Drug Technician is required by the Department to appear in court during off-duty hours, such court time will be compensated at the rate of one and one-half (1 ½) times the Technicians regular hourly rate of pay so long as these hours are in excess of the technicians regularly scheduled work hours.

ARTICLE VI

Holidays

Section 6.1 Designation of Holidays:

The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit. It is understood that for those employees working on a 4-on, 2-off schedule, holidays are included in the scheduling and may or may not fall on the appointed day:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12
4. Washington's Birthday - Third Monday in February

5. Casimir Pulaski's Birthday - First Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11
11. Thanksgiving Day - Fourth Thursday in November
12. Christmas Day - December 25

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted twelve (12) holidays, or equivalent paid days off per year. Holidays will be celebrated on the day on which it actually occurs.

- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. Effective December 1, 1993, Employees who work on any one of the six (6) major holidays, i.e., New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day shall receive time and one-half (1 ½) for all hours worked, plus an additional day off with pay.

Employees who work on any one of the seven (7) minor holidays, shall receive straight time pay for all hours worked plus an additional day off with pay.

- D. In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year, which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Use of the floating holiday is restricted to a full day increment. Requests shall not be unreasonably denied. If the floating holiday is not used prior to end of the fiscal year (November 30th), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice provided that the employee has submitted at least three (3) requests for such floating holiday by September 1 and the employer failed to grant one of the three days requested.

If an Employee is required to work on an approved floating holiday, the Employee shall receive one and one-half times the Employee's, regular hourly rate for the hours actually worked plus, at the technicians discretion, either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate or; 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of the Agreement.

Section 6.2 Eligibility:

To be eligible for holiday pay, an Employee must satisfy each of the following requirements:

- A. The Employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless said technician received authority to take those days off.
- B. The Employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave or other authorized paid time during such period.
- C. Holiday compensation will not be credited to members scheduled to work on a holiday if the member is on the medical roll (except IOD) or absent due to sickness.

Section 6.3 Holidays in Vacations:

If a holiday falls within an Employee's scheduled vacation, such Employee, if otherwise eligible, shall be granted an additional day of vacation.

ARTICLE VII Vacations

Section 7.1 Vacation Leave:

- A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Article IV, Section 4.1(B) 1, shall be granted vacation leave with pay for periods as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1 st thru 6 th	80 hours	160 hours
7 th thru 14 th	120 hours	240 hours
15 th years and over	160 hours	320 hours

- B. Vacation accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue time in that period. Vacation time will be earned and accrued at the following rates:

1 st thru 6 th years:	3.08 hours per pay period x 26 pay periods
7 th thru 14 th years:	4.62 hours per pay period x 26 pay periods
15 th year and after:	6.16 hours per pay period x 26 pay periods

- C. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The Sheriff may establish the time when the vacation shall be taken. Employees shall be allowed to schedule their vacation periods in increments of five (5) days beginning on a Sunday and ending on a Saturday. Employees shall be

allowed to schedule all unused vacation time as mutually agreed upon by the employer and the affected employee in increments of (1) one day or more and shall be scheduled pursuant to Section 9.7 contained herein.

- D. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- E. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation period.
- F. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- G. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to Military or Naval service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by Military Service.
- H. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.

Section 7.2 Vacation:

The Employer agrees to post vacation schedule request periods, and the choice of vacation scheduling shall be given on a department seniority basis as a bargaining unit member within each division/unit of the department.

The vacation period will begin April 1st and end on March 31st. Each bargaining unit member desiring to select vacation time for this period must select a minimum of forty (40) hours, five (5) working days.

However, the bargaining unit member may at his/her option, use all or part of the maximum allotted vacation time earned for one (1) fiscal year. The employee who wishes to split his/her vacation may do so in as many weeks as are earned for one (1) fiscal year. Once the vacation periods are selected by the bargaining unit members, he/she will within a reasonable time period receive a copy of the selections signed by both the member and the unit supervisor.

Vacation bid period shall begin on or before April 1st and be concluded no later than April 15th of each year, or earlier as may be agreed.

Bargaining unit members with additional vacation time will be allowed to select any available period(s) after the vacation list has been completed and posted, or he/she may carry the additional time over to the next year, subject to Cook County limitations. Once a vacation

is selected, the bargaining unit member must receive that vacation even if he/she has been transferred to another division/unit.

If a bargaining unit member is in danger of losing vacation time because he/she has accumulated more vacation than the County allows, the superintendent or unit supervisor shall notify the member of such danger and inform the member the week(s) available prior to losing his/her vacation time. However, vacations already selected cannot be switched, except upon written application with exceptional circumstances. The Employer will not unreasonably deny any such request.

ARTICLE VIII

Welfare Benefits

Section 8.1 Hospitalization Insurance:

- A. The various hospitalization insurance plans (as described in the attached Appendix C) which are in effect shall remain in effect for the duration of this Agreement. An explanation booklet of the various health insurance plans shall be prepared and made available to the employees.
- B. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the Union. All employee contributions for Health Insurance shall be made on a pre-tax basis.

The County may institute or continue a cost containment program (such a second opinion on elective surgery, out-patient surgery, weekend admission prohibition, etc.) so long as the health insurance coverage remains the same. The Union will be notified before any proposed change in hospitalization benefits are implemented and shall have the right to bargain over the impact of such changes.

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

- C. The employer will provide prescription benefits and mail order prescription program as described in the attached Appendix C.

Section 8.2 Sick Leave:

- A. Sick leave accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of 5 days in a pay period to accrue

sick time in that period. Sick leave will be earned and accrued by all eligible employees at the rate of 3.70 hours per pay period.

Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by the Personnel Department of Cook County Department of Corrections. Severance of employment terminates all rights for the compensation here under. Additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick pay is not to be used by employees as vacations or simply to take time off with pay. The Employer shall keep the Union informed of employees suspected of abusing sick pay and the Union will cooperate with the County in counseling individuals in an effort to minimize such abuse. Employees who continued to abuse sick pay will be subject to disciplinary action up to and including discharge. Employees shall notify the Employer's call in center (Sick Call Line) one (1) hour prior to the start of the employee's shift, when using Sick/FMLA time.
- D. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury in the immediate family of the employee. After five (5) consecutive working days or more of absence due to illness, employees shall submit to their department/unit head a doctor's certificate as proof of illness. Sick leave may be used as maternity or paternity leave by employees.
- E. An employee who has been off duty for five (5) consecutive working days or more for any health reason shall be required to undergo examination by the Employer's physician before returning to work.
- For health related absences of less than four (4) consecutive working days, a doctor's statement or proof of illness will not be required except in individual instances where the sheriff has sufficient reason to suspect that the individual did not have a valid health reason for the absence.
- If indicated by the nature of a health-related absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.
- F. If, in the opinion of a physician designated and retained by the County, the health of an employee or immediate family, warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days, and any other compensatory time for such leave.
- G. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act.

Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops.

Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes.

The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 8.4 Life Insurance:

All Employees shall be provided with life insurance in an amount equal to the Employee's annual salary (rounded to the next \$1,000), at no cost to the Employee, with the option to purchase additional insurance up to a maximum of the Employee's annual salary. No life insurance shall be offered through the County's HMO plans.

Section 8.5 Dental:

See Appendix C. in Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 8.6 Maintenance of Benefits:

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the Employer shall meet and discuss such change before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such discussion. The Union reserves the right to bargain over such changes, including the right to arbitrate any dispute over such changes.

Section 8.7 Vision Plan:

See Appendix C.

Section 8.8 Paid Time/Unscheduled Absences:

Effective upon execution of the collective bargaining agreement by the Cook County Board of Commissioners, members of the bargaining unit shall earn eight (8) hours of paid time for each of the following calendar periods where there are no unscheduled absences.

Unscheduled absences include but are not limited to sick days, vacation days, personal days, or any other accrued time used that was not approved in advance. Any unpaid absences will also be counted as unscheduled absences.

The calendar periods are as follows: June 1 through September 30; October 1 through January 31; and February 1 through May 31. At the end of the calendar year, the employee may opt to receive paid compensation for any days earned under this provision (up to a maximum of three (3)) except, those employees whose accrual exceeds two hundred forty (240) hours of compensatory time shall be compensated with pay for all hours of compensatory time in excess of the two hundred forty (240) hour maximum which can be accumulated.

Section 8.9 Insurance Coverage Layoff:

Employees on layoff status shall retain health and dental insurance coverage for a period of two (2) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan, as appropriate.

Section 8.10 Short Term Disability Benefit:

The County agrees to provide a voluntary short-term disability product by December 1, 2018,

**ARTICLE IX
Additional Benefits**

Section 9.1 Bereavement Leave:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. For purposes of this Section, an employee's immediate family includes parents, or such persons who have reared the employee, (either one or the other not both may be used), husband, wife, child (including step children and foster children), brothers, sisters, grandchildren, grandparents, spouse's parents. An additional two (2) days leave with pay will be granted for an employee to attend a funeral of a member of the employee's immediate family or household if said funeral takes place more than one hundred fifty (150) miles from the Cook County Department of Corrections, 2700 S. California Ave., Chicago IL.
- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.
- C. All leaves requested must be in writing.
- D. The Employee shall have to submit one of the following as proof to the Employer for the leave to be paid: Letter from the Funeral Home Director, Obituary, or a Certificate of Death.

Section 9.2 Maternity/Paternity Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Sheriff/Designee, or Employees shall be eligible for paid Parental Leave pursuant to Cook County Board Resolution 13-R-346 and the

corresponding Cook County Bureau of Human Resources Parental Leave Policy. Employees may elect one of the aforementioned parental leaves, but not both.

Section 9.3 Personal Days:

All employees shall earn and accrue personal days at the rate of 1.24 hours per pay period. Employees may be permitted this time off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (1/2) day at a time. Scheduling of personal time shall be pursuant to Section 9.7 herein. The Employer will allow, however, 4% of the sworn personnel on each shift within the Division/Unit to take a personal day on an emergency basis by calling in between 1 to 24 hours prior to the shift. Employees entitled to receive personal leave, who enter Cook county employment during the fiscal year, shall be given credit for such personal leave at the rate of eight (8) hours for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. Employees shall be allowed to carry one (1) personal day into the next fiscal year.

Accruals shall be at the rate of 1.24 hours per pay period; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters.

Personal days may be used as additional vacation leave with the prior approval of the Sheriff/Designee. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may be used consecutively with the approval of the Sheriff's Designee. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

Severance of employment shall terminate all rights to accrued personal days.

Section 9.4 Family Medical Leave Act:

Employees shall be entitled to family medical leave in accordance with the Family Medical Leave Act.

Section 9.5 Jury Duty:

Approval will be granted for leave with pay for any jury duty imposed upon an Employee. Any compensation, however, exclusive of travel allowance received, must be turned over to the Employer by the Employee.

Section 9.6 Americans with Disabilities Act:

The parties acknowledge that the employers are bound by the provisions of the Americans with Disabilities Act.

Section 9.7 Notice of Leave:

Employees must give at least twenty-four (24) hour notice before utilizing any leave benefits, including but not limited to a vacation day, personal day, compensatory time day, floating holiday,

or any other paid time off which was not previously scheduled. All requests for time off shall be granted, man power allowing. Request for time off shall not be unreasonably denied by the Employer.

ARTICLE X

Leaves of Absence

Section 10.1 Seniority on Leave:

An Employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan).

Section 10.2 Retention of Benefits:

An Employee will not earn sick pay or vacation credits while on an unpaid leave of absence. An Employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits, which will be reinstated upon the Employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.3 Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement.

Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 3 of this Article, provided that it will not seriously affect the performance of the office.

Section 10.4 Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and under Illinois law and applicable ordinances.

In accordance with Cook County ordinance, as amended an employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations.

All Employees who attend monthly drills on the weekends that are not on their regular days off must work two of their regular days off before attending the drill. If the Employee does not work off days first, the Sheriff/Designee will allow the Employee to take vacation, comp. time, or personal days for the weekend. The Employee must notify the Sheriff/Designee in writing (To/From) at least 10

working days before the scheduled drill date. If the Employee does not have any accrued vacation, comp. time or personal days, the Sheriff/Designee shall switch the Employee's days off for the affected drill weekend.

The parties agree that bargaining unit employees will be afforded all rights and privilege to military leaves, and reemployment following such leaves, in accordance with federal and state law and Cook County ordinance; as such enactments may be amended from time to time.

This list is not intended to commit or bind the Sheriff or Cook County to any certain benefits or privileges in the future, but is simply to summarize the parties' mutual understanding that the applicable military leave and reemployment rights currently include:

- Leaves of absence for up to five years of military duty.
 - Continued accumulation of seniority during leave.
 - Continued accumulation of pension credit during leave subject to the employee making appropriate employee pension contributions.
 - Wage continuation, or supplementation of military pay, during some leaves, currently including 15 working days per year under Cook County ordinance for eligible employees taking certain Reserve and Illinois National Guard leaves.
 - Prompt reinstatement from leave with health coverage intact upon timely reapplication.
 - Training or retraining if necessary to acquire essential job skills, and reasonable accommodation of any service disability.
 - Protection against discrimination based on military service.
 - Service members must give advance notice of upcoming military duty if possible.
- An employee's right to reinstatement after leave currently is contingent upon reporting back to work or making reapplication for employment at the beginning of the next scheduled work period if the tour of duty was less than 31 days; or within 14 days of release if the tour was for more than 30 but less than 180 days; or within 90 days after release if the tour was for more than 180 days.

Section 10.5 Veteran's Conventions:

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veteran's organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The Employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.

3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.

The Employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 10.6 Approval of Leave:

No request for a leave, as defined in Sections 1 and 4 of this Article will be considered unless approved by the Sheriff/Designee. The Sheriff/Designee may withhold such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of Employer business. Approval of leaves of absence will not be arbitrarily or capriciously denied, providing that the reasons for the leaves are in conformance with the existing policies regarding leaves of absence.

ARTICLE XI
Grievance Procedure

Section 11.1 Policy:

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees.

The purpose of this Article is to specify the method by which employees may present grievances and seek redress.

This policy shall apply to all bargaining unit employees under the jurisdiction of the Employer.

This policy shall apply to all bargaining unit employees without discrimination as to age, sex, marital status, race, creed, color, national origin, disability, political affiliation or political activity.

All employees shall have a right to file a grievance and shall be assured freedom from coercion, restraint, or reprisal.

The term "Employer" as read throughout this procedure refers to both the County and the Sheriff as "Joint Employers." It is recognized that because a joint employer relationship exists, certain grievances are appropriately answered by the elected official and others by county administration, depending on the subject matter of the grievance.

The Employer is committed to fair employment practices and recognizes its responsibility to review and make reasonable effort to resolve employees' grievances.

An employee is encouraged first to discuss the problem with the immediate supervisor.

If the employee feels the problem has not been satisfactorily adjusted as a result of this discussion, the employee may advance review in accordance with this grievance procedure.

Section 11.2 Definition:

A grievance is a difference between an employee or the Union and the employer with respect to the interpretation or application of, or compliance with the terms of this Agreement between the Employer and Union.

Section 11.3 Representation:

Only the aggrieved employee(s) and/or Representatives of the Union may present grievances. Employees may take up grievances through Steps One to Four either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at and receive a copy of such resolution.

A grievance relating to all or a substantial number of employees (Class Action) or to the Union's own interests or rights with the Employer may be initiated at Step Four per the Chief Union Representative or his designee only.

Once a Grievance has been filed for discipline of 30 days or less, the Employer shall not impose such discipline until the completion of the 4th Step of the Grievance Procedure.

Section 11.4 Grievance Procedure Steps:

Grievances must be submitted on an approved Grievance Form. The steps and time limits shown as calendar days as provided in the Employer's Grievance Procedure are as follows:

Step	Submission Time	To whom	Time Limits/Meeting	Time
Limits/Response				
(Calendar Days)				
1 st Step	20 days	Supervisor		10 days
15 days				
2 nd Step	30 days	Impartial Third Party		20 days
30 days				

Step One

1. The Employee obtains a Grievance Form from the Union Representative.
2. The Employee writes the nature of the grievance, attaches a copy of the write-up, if disciplinary, and the resolution sought on the Grievance Form, signs it, returns it to the Representative who will present it to the Supervisor/Designee. The employee, Representative, and Supervisor/Designee will each keep their appropriate copy.

3. Within the ten (10) calendar days after receipt, the Supervisor/Designee shall meet with the employee to discuss the grievance.
4. Within the fifteen (15) calendar days after the meeting, the Supervisor/Designee answers the grievance on the Grievance Form and transmits the answer to the Employee.
5. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
6. If the answer is not satisfactory, the employee may, within the five (5) calendar days after receipt, or if no answer is given, advance the Grievance to Step 2.
7. Failure to advance the grievance within five (5) calendar days after the Step 1 answer is due concludes the grievance procedure.

Step Two Impartial Arbitration

1. Within thirty (30) calendar days after receipt of the Step 1 answer, the Employee states that the answer given at Step 1 is unsatisfactory, including specific reasons as to why the answer given at Step 3 is unsatisfactory, writes the date referred to Step 1, signs the form, attaches a copy of the write-up, if disciplinary, together with copies of the Step 1 answers and returns it to the Chief Representative. If the Union concurs the business representative will advance the Grievance to the Arbitrator or expedited arbitration.
2. Within twenty (20) calendar days of receipt of the letter, the Arbitrator will hear an appeal and submit a written decision to the Employee within thirty (30) calendar days.

ESTABLISHED HEARING DATES:

Step four grievance hearings shall be heard on the third Thursday of every month. If circumstances arise that make this date operationally burdensome, the hearings will be held on the following Tuesday. If there is an unusually high amount of grievances, the time limits established above for the step-four grievances will not be applicable, but the hearing must be held as soon as possible thereafter.

Section 11.5 Time Limits:

The initial time limit for presenting a grievance shall be fifteen (15) days. Time limits may be extended by mutual agreement in writing between the Employee and/or the Union and the Employer.

Section 11.6 Representatives:

The Union will advise the Employer in writing of the names of the Representatives and alternates and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during

normal hours without loss of pay, provided that the operations of the Employer are not adversely affected. In all cases the primary mission of the Employer and proper manpower considerations shall be controlling. It is mutually recognized that the principle of proportional representation is a sound and sensible basis for determining the number of Representatives.

The following Units shall be represented by one (1) Steward:

Drug Testing Unit:

It is further mutually agreed that the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice listing the Union's authorized Union Representatives employed by the Employer who are to deal with the Employer on behalf of the Union. The Union shall not be liable for any activities unless so authorized. The Union shall notify the Employer of any changes of these Representatives during the term of this agreement.

Section 11.7 Union Representatives:

Duly authorized Business Representatives of the Union will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which employees are working. These business Representatives will be identified to the Sheriff/Designee in a manner suitable to the Employer and on each occasion will first secure the approval of the Sheriff/Designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Sheriff's Department rules applicable to non-employees.

Section 11.8 Union Representation:

The parties agree that all bargaining unit employees shall be afforded "Weingarten Rights" under the Illinois Public Labor Relations Act.

ARTICLE XII
Continuity of Operation

Section 12.1 Discharge of Violators:

The Employer shall have the right to discharge or otherwise discipline any or all Employees who violate any of the provisions of this Article.

In such event, the Employee or Employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 12.2 Reservation of Rights:

In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

ARTICLE XIII

Miscellaneous

Section 13.1 No Discrimination:

The Employer and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political belief or activity, age, sex, marital status, disability,

ancestry, sexual orientation, marital/parental/military discharge status, source of income or housing, or activity on behalf of the Union.

It is the policy of the Employer that applicants for employment and promotion are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

Section 13.2 Safety and Working Conditions:

It is agreed that the Employer is subject to applicable statutory responsibilities in the area of Health and Safety.

Section 13.3 Bulletin Boards:

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Sheriff/Designee for approval and posting. Notices may be posted unless the Sheriff/Designee disapproves within 24 hours of hand receipt by the Director's office (excluding weekends and holidays). There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 13.4 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet, negotiate and replace those provisions declared invalid.

Section 13.5 Sub-Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer will advise the Union at least 3 months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

The Union recognizes that the County has statutory and charter rights and obligations in contracting for matters relating to County operations. The rights of contracting or subcontracting are vested in the County.

In cases of contracting or subcontracting resulting in layoff of employees covered by this Agreement, the County will hold advance discussions with the Union prior to letting the contract

and will advise the Union of the nature, scope and work to be performed by the subcontracting. The Union will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit. It is understood by the parties that the right to contract or subcontract shall not be used for the purpose or intention of undermining the Union.

Section 13.6 Personnel Files:

Upon written request to the Department Personnel Office, an employee may inspect on a reasonable basis, his/her personnel file at any time mutually acceptable to the employee and employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request. It is understood that only one official file shall exist for each employee.

- A. Number, Type and Content - Only one (1) Personnel file will be maintained at the Employee's respective department for each employee. The County shall have the right to maintain a personnel file at their central office. No other files, records or notations shall be kept by the employer or any of its Representatives except as may be prepared or used by the employer or its counsel in the course of preparation for any pending case.
- C. Employee Review - Employees and/or their authorized Union Representative, if authorized by the employee, shall have the right, at reasonable intervals, upon request, to review the contents of their personnel file or Division/Unit files. Such review may be during working hours, with no loss of pay for time spent and the employee may be accompanied by a Union representative if he/she so wishes. Reasonable requests to copy documents in the files shall be honored and shall be provided to the employee within a reasonable period time.
- D. Employee Notification - A copy of any disciplinary action or material related to employee performance which is placed in the Personnel file shall be served upon the employee (the employee so noting receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of the employer. It is the obligation of each employee to provide the employer with his/her current address.

Section 13.7 Indemnification:

- A. Employee Responsibility
The Employer shall be responsible for, hold Technicians harmless from and pay for damages or moneys which may be adjudged, assessed, or otherwise levied against any technician covered by this Agreement, subject to the conditions set forth in Section D.
- B. Legal Representation
Drug Testing Technicians shall have legal representation by the Employer in any civil cause of action brought against a Technician resulting from or arising out of the performance or execution of his/her duties and within the scope of his/her employment, or in the furtherance of the business of the Employer. Civil causes of action which arise from acts committed by the Drug Testing Technician solely for his/her own benefit and which are not ordered, authorized, directed or sanctioned by the Employer shall not, for

purposes of this document, be considered within the scope of the Drug Testing Technician employment, nor pursuant to the performance of his/her duties.

C. Cooperation

Drug Testing Technicians shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Section.

D. Applicability

The Employer will provide the protections set forth in Sections A and B above so long as the technician is acting within the scope of his employment and where the technician cooperates, as defined in Section C with the County of Cook in defense of the action or actions or claims.

Section 13.8 Credit Union:

The Employer agrees to deduct from the wages of employees who so authorize and remit payments to either the Paysaver Credit Union, offered by the County or a Credit Union of the employee's choice. These funds will be remitted on the same day as the employee's pay day.

Section 13.9 General Orders:

Notwithstanding any other provision of this Agreement, the Union must be notified in advance of any contemplated change in the general orders directly affecting Drug Testing Technicians.

Section 13.10 Uniforms and Safety Equipment:

The parties agree that the Employer shall provide all necessary uniform and work safety items and if they require the Employee to purchase any work related items, the Employer will first negotiate compensation for those items prior to requiring the employee to purchase them.

Section 13.11 Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall comply with the Cook County Vehicle Ordinance and be reimbursed in accordance with the Cook County Transportation Expense Reimbursement Policy.

Section 13.12 Union Communication with Employees:

A Representative of the bargaining unit will be allowed to address newly hired employees during the initial probationary period advising them of their Union rights and benefits and to solicit their membership in the Union under the terms of the Agreement. Material covering benefits, wage schedules and copies of the contract may be distributed to all probationary employees during this period.

Section 13.13 Secondary Employment:

It is understood that employment with the Cook County Sheriff is the Employee's primary job. In all instances the employee will operate within the guidelines of the Department General Order, where the employee is assigned, regarding secondary employment. Employees engaged in secondary employment shall be allowed to work unlimited hours as long as these hours do not

affect the employee's ability to perform his assignments with the employer, secondary employment shall not be terminated except for just cause. A request for secondary employment shall be automatically approved.

Section 13.14 Creation of New Units:

The Employer agrees that when a new unit is sought to be created the Union will be given in advance notice of at least thirty (30) days and will be given an opportunity to discuss the Unit.

Section 13.15 Fundraising:

The parties expressly agree that medical and family issues that the Union's membership will have or have had to endure may necessitate fundraising to bear these expenses. The foregoing notwithstanding, fundraising shall not be limited only by paragraphs 2 and 4 below.

1. The parties agree that the Union shall be able to collect funds through raffles, donations, and other mutually approved forms of fundraising, from its membership at the Department of Corrections.
2. Approval by the Sheriff's Department shall not be unreasonably withheld.
3. The parties agree that these fundraising efforts can take place on the Employer's property at the Department of Corrections, and the parties further agree that by allowing the union to partake in its fundraising activities, the Sheriff or County of Cook, do not bear any liability for any or all activities associated with the Union's fundraising.
4. The parties agree that the Union shall provide notification to the County of Cook one full business day prior to any fundraising activities.
5. The parties agree that all costs or expenses associated with the Union's fundraising activity shall be paid by the Union, unless mutually agreed upon by both parties.
6. The parties agree that any member associated with the Union's fundraising efforts shall conduct those activities during periods of the day that are not work related, i.e. lunch breaks, before and after an technician's shift, or other such time that does not take the technician away from her/his shift duties.

Section 13.16 Payback Structure:

The parties agree that any time a member of this Collective Bargaining Agreement is overcompensated for any reason, the member shall be entitled to structure a payment plan in writing with the Employer, to payback the owed compensation. If an agreement cannot be reached between the member and the employer, the employer (upon providing notice to the member) shall be allowed to deduct what is owed at a percentage of no more than ten (10%) percent of the net salary received over two (2) biweekly pay periods per month until paid.

Section 13.17 Union and County Meetings Respecting Health Care:

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County Bargaining units.

Section 13.18 AVL/GPS/Recording Devices:

In order to ensure the safety of County Employees and to promote efficiency and economy of operations, if the Employer installs any recording medium in any of its facilities, Global Positioning System ("GPS"), Automatic Vehicle Locator (AVL) on its vehicles and other equipment. The purpose of the recording medium, GPS, and/or AVL is to ensure the efficient use of County resources and not for the sole purpose of disciplining its employees. However, the recording medium, GPS, and/or AVL may be used in support of discipline. The Union shall be allowed to review the recording medium, GPS, and/or AVL equipment. The GPS, AVL, and/or recording medium shall not be used in a discriminatory or harassing manner.

Section 13.19 Fitness for Duty:

The Employer shall pay any employee that is ordered to take a fitness for duty evaluation, during the course of the first evaluation period, as long as the employee cooperates and complies with all scheduled appointments of the Employer.

In the event that an employee does not pass the fitness for duty evaluation, pay shall be stopped after the Employer has provided notification to the Drug Testing Technician of a failed fitness for duty evaluation.

Section 13.20 Electronic CBA:

The parties shall agree upon an electronic format for the collective for the collective bargaining agreement, which shall be definitive version of the Agreement. The County shall be under no obligation to make, distribute or pay for paper copies of the Agreement.

**ARTICLE XIV
Job Posting and Transfers**

Section 14.1 Vacancy:

A recognized vacancy for the purpose of this Article exists when an employee is transferred, resigns, retires, dies, is discharged, or when the Employer increases the number of authorized employees in a facility/unit. Further, there is no recognized vacancy created as a result of emergencies, or when an employee is removed for disciplinary reason for up to 30 days. When an employee is suspended and removed for disciplinary reasons for more than 30 days, a recognized vacancy is created.

Vacancies shall be offered to Employees already at work by seniority from most to least before new employees are allowed to fill any vacancy.

Section 14.2 Vacancy Posting:

Effective upon ratification, the Employer shall be under no obligation to post notice(s) of vacant positions on any bulletin boards. The County shall post vacancies on the Cook County computerized application system (currently: Taleo).

ARTICLE XV

Disciplinary Action Policy and Procedure

Section 15.1 General Statement:

This policy shall apply to all Drug Testing Technician under the jurisdiction of the Sheriff of Cook County. The term "Employee," as used throughout this procedure, shall also be understood to include any recognized employee Representative.

The Employer shall not take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Union Representation. The Union and the Employer agree that discipline should be timely, progressive and accompanied by counseling where appropriate. It is understood that employees are subject to the general orders, rules and regulations of the Employer.

All investigations conducted by the Office of Professional Review ("OPR") shall be conducted and completed within a reasonable time period based upon the complexity of the investigation, and the workload of the Office of Professional Review investigators.

An open investigation into and technician will not preclude that technician from volunteering for overtime.

The Union and Employer agree that the Office of Professional Review (OPR) can interview Technicians on Injured on Duty, Disability, Compassionate Leave and Leaves of absence. The interviews shall be conducted at the Office of Professional Review. An interview can take place if the Technicians is medically capable of being interviewed, for example, if the Technician is hospitalized or taking prescribed medication that would interfere in any way with the Technician providing an accurate statement, the interview shall not happen until the Technician is capable of providing an accurate statement. The Technician shall be allowed to have representation from the Union or an attorney. The Office of Professional Review shall be responsible for notifying the Union of the interview 48 hours in advance of the scheduled interview.

Any delay in the investigation due to an alleged medical condition of the Technician will be added to any time requirements the Employer may have in completing the investigation.

Section 15.2 Purpose:

To provide a mechanism whereby disciplinary action will be initiated in a series of progressive steps, depending upon the severity of the rules infraction.

Section 15.3 Policy:

- A. Disciplinary action is taken when an Employee has committed an infraction of a County rule or regulation or general or special order of the Sheriff's Office as specified in rules governing employee conduct or other behavior deemed unacceptable.
- B. Discipline is intended to be corrective and should follow a series of timely and progressive steps to change the Employee's unacceptable conduct or behavior and is based upon the Commission of the same or similar infraction, except for major cause infractions as defined elsewhere.
- C. In general, discipline will include the following steps:
 - 1. Written reprimand(s)
 - 2. Suspension(s)
 - 3. Discharge
- D. Sick time is not to be used by Employees as vacations or simply to take time off with pay, but Employees shall not be disciplined for the legitimate use of earned and accrued sick time for medically-related reasons.

Excessive absences from work when not documented as a major illness, disability, or injury on duty are unacceptable. This includes the misuse or abuse of available medical time, as well as dock time.

Notwithstanding any other section of this contract or any prior agreement between the Employer and the bargaining unit's representatives, an employee will be for termination if he/she has ten (10) or more unauthorized days of absence (or 80 hours) during a rolling 365-day period (leaves of absences or all non-attendance related suspensions stop the running of the 365-day period.)

Unauthorized absences include calling in absent because of an alleged medical condition when an employee does not have sick time to cover the absence; attempting to use a certain kind of benefit time, e.g. vacation, personal or C/E time, when the employee does not have that type of time to cover the absence; being absent-no-call ("ANC"); or when an employee calls in FMLA but does not have the FMLA certification to cover the absence and later fails to get the absence(s) properly and timely certified or re-certified as an FMLA-approved absence.

For all unauthorized absences that occur in a rolling 365-day period that warrant discipline, the Employer shall use progressive discipline, which could include termination.

In rare circumstances, a period of compassionate leave-pursuant to the terms of Section 15.8 may in good faith be granted to an employee whose approved FMLA leave has expired and show does not have any remaining ordinary disability credits

(if applicable) yet still needs to tend to a serious medical condition of themselves or an immediate family member.

The Employer will provide written, quarterly reports to all employees who have incurred an unauthorized absence during the past quarter advising them of their available benefit time and their total number of unauthorized days of absence within the last 365-day period.

All employees will start at zero unauthorized absences for the rolling 365-day calendar upon ratification by the parties of this collective bargaining agreement.

- E. Should it be necessary to reprimand an Employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the Employee.

Section 15.4 Compassionate Leave:

If an employee with an attendance problem is unable to return to work due to the serious medical condition of themselves or an immediate family member and has exhausted all available leave options, e.g. FMLA and disability leave, the Employer may grant a compassionate leave. The length of the leave will be determined by the Employer based on the medical prognosis of the employee's physician and the expected return to duty date provided by the employee's physician. The Employer reserves the right to get a second opinion regarding the prognosis and expected return to duty date. Compassionate leave shall never exceed one year and shall never be given again to the same employee or renewed. Any employee granted a compassionate leave shall sign an agreement prior to going on leave that he/she will resign if unable to return to work after the leave expires or if the employee incurs three or more unauthorized absences during the year following the compassionate leave.

ARTICLE XVI
Duration

Section 16.1 Term:

Three-year collective bargaining agreement beginning December 1, 2017 through November 30, 2020. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

Section 16.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail. If given by the Union, then such notice shall be addressed to the following individuals:

1. President
Board of Commissioners of Cook County
118 North Clark Street - Room 537
Chicago, IL 60602
2. Sheriff
Daley Center - Room 704 Chicago, IL 60602
1. Chief, Bureau of Human Resources
118 North Clark Street - Room 840
Chicago, IL 60602

If given by the County, then such notice shall be addressed to:

Teamsters Local 7001300 West Higgins, #301
Park Ridge, IL 60068
ATTN: Becky Strzechowski, President

Either party may, by like written notice, change the address to which notice shall be given.

Either party may, by like written notice, change
the address to which notice shall be given.

Agreed and entered into this day of _____
_____, 2018.

County of Cook: _____

Preckwinkle

Toni Preckwinkle, President,

Cook County Board of Commissioners

Sheriff of Cook County: _____

Thomas J. Dart
Thomas J. Dart, Sheriff

ATTEST: _____

David Orr

David Orr, Cook County Clerk

UNION: _____

Teamsters Local 700

Becky Strzechowski
Becky Strzechowski, President

Michael G. Melone

Michael G. Melone, Sec-Treasurer

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

NOV 14 2018

APPENDIX A

JOB CLASSIFICATIONS

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
1311	15	Drug Testing Technician

SCHEDULE I
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700 - DOC DRUG TESTING UNIT

Effective December 1, 2018

										After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service
										After 2 Years At 5th Step		
Grade		Entry Rate 1	Entry Rate 2	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
15	Hourly	21,002	23,335	24,325	25,359	26,436	27,560	28,732	29,952	30,777	31,394	32,962
	Bi-Weekly	1,680.16	1,866.80	1,946.00	2,028.72	2,114.88	2,204.80	2,298.56	2,396.16	2,462.16	2,511.52	2,636.96
	Annual	43,684	48,536	50,596	52,746	54,986	57,324	59,762	62,300	64,016	65,299	68,560

Effective June 1, 2019

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700 - DOC DRUG TESTING UNIT**

										After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service
<u>Grade</u>		<u>Entry Rate 1</u>	<u>Entry Rate 2</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
15	Hourly	21.422	23.802	24.812	25.866	26.965	28.111	29.307	30.551	31.393	32.022	33.621
	Bi-Weekly	1,713.76	1,904.16	1,984.96	2,069.28	2,157.20	2,248.88	2,344.56	2,444.08	2,511.44	2,561.76	2,689.68
	Annual	44,557	49,508	51,608	53,801	56,087	58,470	60,958	63,546	65,297	66,605	69,931

Effective June 1, 2020

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700 - DOC DRUG TESTING UNIT**

										After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service
<u>Grade</u>		<u>Entry Rate 1</u>	<u>Entry Rate 2</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
15	Hourly	21.850	24.278	25.308	26.383	27.504	28.673	29.893	31.162	32.021	32.662	34.293
	Bi-Weekly	1,748.00	1,942.24	2,024.64	2,110.64	2,200.32	2,293.84	2,391.44	2,492.96	2,561.68	2,612.96	2,743.44
	Annual	45,448	50,498	52,640	54,876	57,208	59,639	62,177	64,816	66,603	67,936	71,329

APPENDIX B

APPLICATION AND NOTICE

For Membership in Local Union No. 700

Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union 700, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____ hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union 700, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Cook County Benefit Overview

HMO(s)	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Out of Pocket Maximum</i>	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)
<i>Other PCP / Urgent Care</i>	\$15 copay	\$15 copay
<i>Specialists</i>	\$20 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$15 copay	\$15 copay
<i>Emergency Room</i>	\$75 copay	\$75 copay

PPO	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$350 / \$700 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,600/\$3,200 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
<i>Inpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)

<i>PCP</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Specialists</i>	90% coinsurance after \$35 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% in network 60% Out of network	90% in network 60% Out of network
<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Emergency Room – In / Out of Network</i>	\$75 copay	\$75 copay

Cook County Benefit Overview (Cont.)

Drug	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Prescription Drugs – Retail</i>	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail	Generic: \$15 copay Brand Formulary: \$30 copay Brand Non-Formulary: \$50 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	PBM's generic step therapy program	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	Mandatory mail-order for maintenance drugs	Mandatory mail-order for maintenance drugs

Vision	Current - Benefits Effective 12/1/2015
<i>Eye Examination</i>	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months

**Either eyeglass lenses OR contact lenses are covered every 12 months*

Cook County Benefit Overview (Cont.)

Dental – HMO	Current – Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$0 (None)
<i>Benefit Period Maximum</i>	None
<i>Preventive</i>	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

Dental – PPO	Current - Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)

<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)

Cook County Benefit Overview (Cont.)

Employee Contributions – As a Percentage of Salary (Pre-Tax)

Blue Advantage HMO	Current Effective 12/1/2016
Employee Only	1.50%
Employee + Spouse	2.00%
Employee + Child(ren)	1.75%
Employee + Family	2.25%

PPO	Current Effective 12/1/2016
Employee Only	2.50%
Employee + Spouse	3.00%
Employee + Child(ren)	2.75%
Employee + Family	3.25%

Dental	Current Effective 12/1/2016
HMO	\$0
PPO	\$0

Vision	Current Effective 12/1/2016
Vision Plan	\$0

APPENDIX D

Letter of Agreement

Sick Time Buy Back/Reducing Sick Time Accrual (Pilot)

The Employer shall allow Drug Testing Technician to sell up to ten (10) of the twelve (12) accrued sick days per year, at a rate of fifty (50%) percent of the Drug Testing Technician regular rate of pay. The Employer shall pay the Drug Testing Technician who participate in this benefit in December of every year, payments starting December of 2018. If a reduction in sick time/Family Medical Leave of 15% or more occurs by the year 2020 (based off of Fiscal year 2016's total use of Sick Time/FMLA used by Drug Testing Technician, the rate of percent will increase to 75% percent of the Drug Testing Technician regular rate of pay, and this three (3) year pilot agreement shall become permanent and added to the next successor collective bargaining agreement. The Employer, upon request shall furnish to the Union the Sick Time/FMLA data regarding the overall use of the benefit time by Drug Testing Technician.

Starting December 1, 2017, sick leave may be accumulated to equal, but at no time to exceed one hundred (100) working days, at the rate of twelve (12) working days per year. All employees with more than one hundred (100) accumulated working days as of December 1, 2017, are grandfathered and may continue to accumulate the one hundred and seventy-five (175) working days.